

General contract terms and conditions for foreign customers

ERDÉRT Zrt. (1123, Budapest, Alkotás u. 39/C)

Based on the separate agreements concluded on the basis of these general terms and conditions, ERDÉRT Zrt. agrees to supply the goods ordered by the customer to customer.

1. SIGNING THE CONTRACT/ORDER

1. ERDÉRT agrees to deliver or supply the ordered goods to Customer, based on an order according to the present terms and conditions.
2. Customer may send the order by fax, mail or e-mail to ERDÉRT. Orders sent in any other form are considered invalid.
3. ERDÉRT will confirm the orders in the same way as they were sent. The order is considered accepted only if ERDÉRT has specifically confirmed it.
4. **ERDÉRT shall deliver the ordered and confirmed products within 15 days of confirming the order at the latest to Customer.** In the confirmation, ERDÉRT Zrt. is entitled to divert from this condition.

2. PRICE/TERMS OF PAYMENT

1. The purchase price applied by ERDÉRT is defined on the basis of the valid price list issued by ERDÉRT, and ERDÉRT will inform the Customer of it.
2. ERDÉRT will submit its invoice to Customer together with the goods.
3. **Customer shall pay the price of the goods** within a certain period from the delivery of the goods, as defined in the separate contract, **with bank transfer**, to the euro bank account HUF HU16 10700024-43349504-51100005 or EUR HU71 10700024-43349504-51100005 **of ERDÉRT at CIB Bank.**
4. **ERDÉRT maintains the ownership over the goods until the full purchase price is paid.** The ownership of the goods is transferred to Customer when the purchase price is credited to ERDÉRT's account.
5. ERDÉRT is entitled to deny the release of the goods if Customer is in delay with any previous payment obligations – based on a delivery already performed by ERDÉRT – as long as the Customer is in arrears.

3. DELIVERY OF THE GOODS

1. In the lack of other agreements between the parties, the place of performance is the outlet of ERDÉRT.
2. If Customer does not take the goods personally or with his own transport facility from the ERDÉRT outlet, he shall provide the forwarder with an authorization and any other documents with which the forwarder can clearly prove to ERDÉRT that he is entitled to take over the goods.

3. In relation to the goods, the risk is passed to Customer on the delivery of the goods to Customer or to his representative.
4. On the receipt of the goods, Customer shall immediately check the quality of the goods, and shall immediately inform ERDÉRT of his possible quality comments in writing.
5. Customer shall check the quantity on the receipt of the goods. Following the delivery and the receipt of the goods, any quality and quantity objections are considered invalid.
6. If **Customer does not take over the goods** at the delivery time indicated by ERDÉRT, **he shall pay a delay penalty of 0.03%/day of the price of the goods to ERDÉRT on each day of the delay.**
7. If Customer does not take over the goods at the delivery time indicated by ERDÉRT, and falls into a delay of over 15 days with the take-over of the goods, the order is to be considered cancelled, and Customer shall pay a cancellation penalty of 30% of the purchase price of the goods – 80% in the case of custom-made products – to ERDÉRT.

4. GUARANTEE/WARRANTY

1. According to the legal regulations referring to ERDÉRT, it will offer a guarantee on the products supplied by it.
2. Based on the stipulations of section XXV of act No. IV of 1959 on the Civil Code, and according to article 305-311/A of this act of law, ERDÉRT will offer a warranty on the products supplied by it.

5. ADDITIONAL CLAUSES

1. The facts, circumstances, contract terms, data, information, solutions, and all the information provided before signing the contract, and any negotiations are considered as the business secrets of the Parties, even if no contract was concluded. The Parties have a reasonable interest in keeping the business secrets confidential, therefore – respecting the relevant legal regulations – these secrets may not be used, told to third parties, or published without authorization. The contract or the business secrets included in it may be disclosed to third parties – especially to the press, or to the competitors of the Parties or their owners – either directly or indirectly, with the written consent of the Parties only.
2. Hungarian law shall apply to the present general terms of contract.
3. The present general terms of contract were produced in Hungarian language, and they are interpreted according to the rules of the Hungarian language.
4. Any disputes originating from the present general terms of contract, shall be decided by the Permanent Court of Arbitration operating under the Hungarian Chamber of Commerce and Industry. The Hungarian arbitration rules shall apply to the procedure.
5. Issues not regulated by the present terms and conditions will be governed by the relevant stipulations of the Hungarian Civil code.

Budapest, 15.07.2005

ERDÉRT Zrt.